

ShareFest Community Development, Inc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

In consideration of being permitted to participate in any work project, function, event and as a condition of said right, (name of volunteer) _____ (“volunteer”) is acknowledged, I hereby expressly grant to **ShareFest Community Development, Inc.**, and to its employees, agents, and assigns, partners the right to use my picture, photograph, silhouette, videotape(s) in which I appear, and other reproductions of my **physical likeness** (as the same may appear in any still camera photograph and/or motion picture film or tape), in and in connection with the project, function or event, or any other project, function or event, in which the same may be used or incorporated, and also in the advertising, exploiting and/or publicizing of the project, function or event.

ASSUMPTION OF RISK: My participation is completely voluntary. I have volunteered to participate in the project, function or event and may render services which may include, without limitation, painting, lifting, moving objects, bending, squatting, climbing, use of building tools and equipment, etc. (the “Volunteer Services”). I agree to follow all of ShareFest Community Development, Inc., its assigns’, agents’, partners’, or contractors’ directions and instructions in all matters. I represent that I believe myself to be physically capable of performing the Volunteer Services. Although ShareFest Community Development, Inc. shall be taking precautions to protect my safety, I understand and acknowledge that no such precautions can completely eliminate the risks associated with my participation in the Volunteer Services. I therefore acknowledge and understand that my participation in the project, function or event carries with it the potential for death and/or physical injury. I understand that accidents may occur. I voluntarily and fully accept and assume these risks and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these risks and any and all consequences of these risks. I acknowledge that the foregoing is not an exhaustive list of the risks, hazards and dangers I may be exposed to as a result of the Volunteer Services, and I voluntarily and freely accept and assume these and all such other risks, hazards and dangers I may encounter or be exposed to and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these risks, hazards and dangers.

HOLD HARMLESS: I and my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns (“Releasing Parties”), hereby irrevocably agree that we will not sue or claim against ShareFest Community Development, Inc., and each of their respective parents, subsidiaries, affiliates, successors and assigns, and the respective directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities, and the heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors and assigns of each of the foregoing, for any injury, illness, damage, loss or harm to me, or my death, howsoever caused, resulting or arising out of or in connection with any participation in or appearance on the project, function or event, whether occurring before, during or after my actual participation in the project, function or event, and whether or not caused by or arising out of the negligence of ShareFest Community Development, Inc. I and the other Releasing Parties, further agree to hold ShareFest Community Development, Inc., its agents, assigns, officers, directors, or employees, contractors, and partners from any liability, whether caused by negligence of any kind whatsoever, and to indemnify ShareFest Community Development, Inc., its agents, assigns, officers, directors, or employees, contractors, and partners for any harm, damage, cost, which may arise in connection with my participation in the project, function or event.

KNOWN AND UNKNOWN CLAIMS: I and the other Releasing Parties acknowledge that there is a possibility that subsequent to the execution of this Agreement, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by me or them at that time may have materially affected my or their decision to execute this Agreement. I and the other Releasing Parties acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraphs, I and the other Releasing Parties are assuming any risk of such unknown facts and such unknown and unsuspected claims. I and the other Releasing Parties have been advised of the existence of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. I and the other Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect of any jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver, this release would not have been accepted. I and the other Releasing Parties hereby represent that I and they understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

ACKNOWLEDGEMENT: I HAVE CAREFULLY READ THIS DOCUMENT, AND FULLY UNDERSTAND ITS CONTENTS, AND SIGN IT VOLUNTARILY. I AM OF LEGAL AGE, EIGHTEEN YEARS OF AGE OR OLDER.

Dated: _____

Signature/Volunteer

Please Print Name/Volunteer

Street Address

City, State, Zip

Email Address

MINOR'S RELEASE AND WAIVER ACKNOWLEDGEMENT: I/We have read and approve of the foregoing agreement and consent to its execution by my/our child. I/We hereby fully and unconditionally guarantee the performance of my/our child's obligations and the grant of rights in and to my/our child's likeness as set forth in the foregoing Release and represent and warrant that I/We have the right and authority to do so. We hereby grant authority and permission to render EMERGENCY AID and CARE to my/our minor child including but not limited to onsite aid or care, ambulance transportation, and admittance to local emergency medical room facility, without risk of liability or harm to ShareFest Community Development, Inc, its assigns, agents, contractors, or partners, which includes, but not limited to, all cost of care render, transportation by ambulance, hospital expense, and doctor expense.

[parent name]

[parent name]

IN CASE OF EMERGENCY PLEASE CONTACT: _____

NAME: _____ RELATION: _____

ADDRESS: _____

PHONE: _____

DOCTOR: _____ PHONE NO.: _____

HEALTH INSURANCE: _____ POLICY NO.: _____